

**ADVANCED INTEGRATED SYSTEMS LTD.
ELECTRONIC HEALTH CLAIMS ADJUDICATION - PAS**

PROVIDER'S SERVICE CONTRACT

BETWEEN
Advanced Integrated Systems Ltd.
7 Oxford Terrace
Kingston 5

AND _____

Hereinafter called AIS

Hereinafter called the PROVIDER.

THIS AGREEMENT is made and entered into in Kingston, Jamaica on the day and date hereinafter mentioned by and between AIS, a body corporate established under the Laws of Jamaica having its registered offices at 7 OXFORD TERRACE in the Parish of Kingston and the PROVIDER whose name and address is stated above of the OTHER PART.

1. Performance of Services

- a) AIS will deliver application software necessary to meet the functions and features necessary to electronically adjudicate Guardian Life Limited Life Jamaica (GLL) health insurance claims. The application can also address the patient customer billing aspect of other insurance and non-insurance transactions. Settlement totals can be provided for cash and charge reconciliation with the "End of Day" procedures. Receipt printing with provision for patient signature will also be a function of the system. A database of all patients/customers comprising up-to-date information on all services or prescription drug(s) provided through the billing system can be maintained as a bi-product of the processing of transactions through this application.
- b) AIS will provide full maintenance services for software described above for the duration of the lease period.
- c) AIS further agrees to perform installation and training services as described in Section 4. d) AIS agrees to perform all Maintenance services to the Point of Sale (POS) hardware kit, as described in Exhibit A and the POS computer if such computer(s) is provided by AIS or if an agreement is entered into between the PROVIDER and AIS for maintenance of such computer not provided by AIS.

2. Performance Standards

AIS will adhere to the following minimum standards of service:

- a) AIS will Contact PROVIDER as soon as possible, but no-later than the next day, after being informed of inoperability of POS, in accordance with Section 3a). AIS shall affect repairs at the earliest possible time on software or hardware kit or other devices provided by AIS, or under maintenance or warranty with AIS.
- b) On line access will be available twenty-four (24) hours a day seven (7) days per week.
- (c) AIS will take all necessary steps to maintain availability (up time) of ninety-seven percent (97%).
- (d) AIS - through GLL will provide relevant "Help Desk" functions through which PROVIDER will access telephone assistance for reporting or solving problems.

3. Responsibilities of PROVIDER

PROVIDER shall have the following duties and responsibilities pertaining to this Agreement:

- a) PROVIDER shall inform AIS, as soon as is reasonably possible, of any malfunction in respect of the operation of their Point of Sale device or its program.
- PROVIDER shall make payments of a non-refundable "Sign-On" fee plus transaction and any other fees to AIS according to terms outlined in Exhibit B.

- c) PROVIDER agrees to provide telephone access, similar to that provided for a credit card terminal and any other telecommunications equipment that may be deemed necessary at PROVIDER's sole expense, between AIS's Oxford Terrace location and PROVIDER's facility, prior to start-up.
- d) PROVIDER shall provide a personal computer with the minimum configuration recommended by AIS (See Exhibit C).
- e) PROVIDER agrees to use the Swipe device supplied by AIS exclusively for the purpose of the PAS system.
- f) PROVIDER shall be held responsible for any damage to hardware leased by PROVIDER, or software, due to negligence, unauthorized tampering with, or use of, such hardware or software or theft thereof.
- g) PROVIDER is responsible for ensuring that service calls are warranted. In the event that AIS' professional service is summoned and after investigations it is found that such a call was not necessary, due to negligence or due to any third party tampering with equipment or software under effective maintenance agreement with AIS or due to problems with hardware or software not *under AIS's* maintenance agreement, then provider agrees to fully pay for AIS' time and expenses at prevailing rates. (See Exhibit D)

4. Installation & Training

- a) Within 30 days of Provider paying the non-refundable "Sign-On" fee, AIS will organize regional and/or institutional training for Provider Groups in order to affect efficiencies, thereby affording 8 hours of training to 2 members of the Provider's staff.
- b) AIS will deploy hardware kit (Exhibit A) with the relevant application software necessary to provide the services described in Section 1 herein.
- c) Additional training may be provided upon written request from the PROVIDER. PROVIDER will be responsible for such training at the Contract Services rates applicable from AIS' price list at such time, plus reasonable and actual travel and lodging expenses associated with any such additional training or retaining in the use of the system.

5. Software Warranty

- (a) AIS expressly warrants that the SYSTEM shall be free from errors and perform in all material respects according to SYSTEM Documentation. Said warranty will remain in effect so long as fees are paid in full, within time-frames described in Exhibit B herein.
- (b) The parties further agree no other software warranties, either expressed or implied, have been extended and that no change or other modification to the above software warranty shall be valid unless documented in writing and signed by an authorized representative of the parties. –

6. Confidentiality

- a) PROVIDER agrees to limit access to all physical embodiments of the System to those of its personnel who must have such access for PROVIDER to use the System in accordance with AIS expressed permission, and to store each such embodiment in a secure place except when being used.
- b) PROVIDER shall not copy any database which is provided and/or maintained by the PAS application. Nor should the Provider make available any such database to any third party for use other than that specifically approved by AIS.
- c) Upon termination of this Agreement, or otherwise, and upon AIS's request, PROVIDER shall deliver to AIS all materials plus hardware kit (Exhibit A) furnished by AIS pertaining to the System, shall deliver to AIS or destroy all copies thereof and shall erase from all computer storage and computer storage devices any image or copies of the System, except as may be required by law.
- d) AIS agree to treat all PROVIDER information and data to which it has access as confidential.

7. Licence, Terms, Renewal and Termination

a) AIS is the sole Jamaican licenser of the SYSTEM, and has the right to use and license, others to use such SYSTEM. Technology partners are: *PHI* of Chicago, USA and Health Adjudication Systems Ltd. of Grand Cayman.

b) Upon full payment of the License Fees as detailed in Exhibit B, AIS hereby grants to PROVIDER, and PROVIDER hereby accepts, a nontransferable and perpetual single site, single unit license (the Licensee") to use the SYSTEM at the PROVIDER's stated facility. Any other provisions of this Agreement notwithstanding, PROVIDER agrees and understands that it is being granted a License to use and not title to the SYSTEM provided hereunder and described in Section 1(a) and Exhibit A.

c) The License granted in sub-section (b) hereof- extends only to the use of the SYSTEM at the PROVIDER's facility for Provider's own business. PROVIDER shall not, without the express prior written consent of AIS, use the SYSTEM to provide other services to any other person or entity or in any other manner except for its own business and as described herein.

d) The term of this Agreement will be for the period of five (5) years and will remain in effect from year-year thereafter at an annual renewal fee not exceeding US\$1.00, unless either party serves written notice by certified mail upon the other of its intention to eliminate or modify the contract. Said notice may only be given within ninety (90) days prior to the end of the then current term. Notwithstanding such notice provision, should GLL terminate its PAS agreement with AIS, this Agreement; will automatically terminate on GLL giving notice to the Provider of such termination.

e) PROVIDER will notify AIS in writing of any non-performance of the provisions of this Agreement. AIS will have thirty (30) days from receipt of non-performance notice to make necessary adjustments to conform to the provisions of the Agreement. At the end of thirty (30) days, if it is not mutually agreed that AIS is in conformance with the provisions of this Agreement, PROVIDER may terminate this Agreement upon thirty (30) days advance written notice.

8. Taxes and Assessments Excluding any local income taxes incurred by AIS, PROVIDER agrees to pay any local and other governmental sales, use, franchise and excise taxes and/or penalties or assessment which may be lawfully assessed in connection with the provision of services or products described in this Agreement.

9 Limitation of Liability

a) PROVIDER agrees to hold AIS harmless for any claim of loss or damage incurred on account of AIS' wrongful acts or omissions where the value of the claim exceeds total amount of the License Fee. PROVIDER further agrees to hold AIS harmless for any claim of loss or damage associated with PROVIDER's use of the System. PROVIDER shall give timely written notice to AIS of any alleged loss or damage.

b) PROVIDER acknowledges that the drug interaction and the generic drug substitutions portions of the System is to be used only as a guide and is not to be regarded or relied upon as a substitute for the skill, judgment and care of pharmacists or other professional personnel in dispensing pharmaceutical products. AIS shall not, under any circumstances, be liable or responsible for injury, including death, suffered by any consumer or any pharmaceutical or any other product dispensed or distributed by any person or entity using the system for any purpose, or for any side effects or other consequential or incidental damages of any kind or description whatsoever from the use of any such product, it being expressly understood that such liability and responsibility rests entirely upon the pharmacist or other professional involved in the transaction.

10. Severability

In the event a provision or provisions of this Agreement shall be determined invalid, illegal, or unenforceable, the parties agree the remaining provisions shall nevertheless be binding with the same effect as though the invalid, illegal or unenforceable parts were deleted, unless to do so would defeat the substance and purpose of this Agreement.

11. Notice to Parties

All notice provided for herein shall be in writing and delivered in person, or, in the alternative, by

delivering same via Jamaican Mail, postage prepaid, registered or certified mail, addressed as follows:

Notice Directed to CLIENT: - ATTN:

Notice Directed to AIS: - ATTN:

Stacey Halsall-Peart
Chief Operating Officer

Advanced Integrated Systems Ltd.
7 Oxford Terrace
Kingston 5, Jamaica

Signature _____

Signature _____

Designation _____

Date _____

Contact #' _____ Cell: _____

Email _____

Date _____

EXHIBIT A

- (a) One Magnetic Stripe Reader
- (b) One Receipt Printer for printing trail of services provided or drugs dispensed — if required.

EXHIBIT B

PAYMENTS — per Workstation

I PAS Software License Fee

See attached Proforma Invoice for pricing

Includes:

- (a) Software / License (for 5 years)
- (b) Software Maintenance
- (c) Swipe Device
- (d) Installation
- (e) Training.

Note: Receipt printer sold separately.

II Transaction Adjudication Fees:

- (a) The Transaction Fee is calculated at 1.75% of each claim adjudicated
- (b) The Maximum charge per claim is Jamaican Dollar equivalent of US\$3.00
- (c) Upon signing of this PROVIDER AGREEMENT, the PROVIDER irrevocably authorizes GLL to deduct and pay over to AIS such amounts due, based on the above schedule of transaction fees.

NOTE: GLL have waived the transaction fees for Medical Doctors. (Refer to GLL for relevant details)

EXHIBIT C
MINIMUM PC CONFIGURATION

PROCESSOR	Pentium III or equivalent
PROCESSOR SPEED	1.3GHz
MEMORY	1GB
MODEM	56K V.90 (or ADSL)
MONITOR	SVGA Colour Monitor
OPERATING SYSTEM	Windows 2000, XP, Windows 7/8/10
USB PORT	For Receipt Printer**
USB PORT	For Swipe Device

AIS Service Call Rates

Description	Rate (US\$)	Billable Unit
Labour: (*One hour minimum charge)	50.00 (plus GCT)	Per hour
Travelling Rates (please add GCT):	See Below	

EXHIBIT D

Destination	Service Rate USD
Kingston	\$23.65
St. Andrew	\$23.65
Spanish Town	\$23.65
Portmore	\$23.65
Harbour View	\$23.65
Mandeville	\$55.00
Ocho Rios	\$55.00
Port Maria	\$55.00
Annotto Bay	\$55.00
Buff Bay	\$55.00
Negril	\$101.00
Montego Bay	\$101.00
Port Antonio	\$101.00
Morant Bay	\$101.00
Sav-La-Mar	\$101.00
St. Elizabeth	\$101.00